

Contract for the sale and purchase of land 2017 edition

| TERM | MEANING OF TERM | NSW Duty: |
|--|--|--|
| vendor's agent | | |
| co-agent | | |
| vendor | Crownland Austral Pty Ltd ACN 611 846 998 ATF Crown Trust 28 ABN 64 556 736 900 Suite 301, Level 3, 87-95 Pitt Street, Sydney NSW 2000 | |
| vendor's solicitor | Dentons Australia Level 16, 77 Castlereagh Street Sydney NSW 2000 | Phone: (02) 9035 7245 Fax: (02) 9931 4888 Re: Melissa Barone |
| date for completion | 30 th day after the date of this contract (clause 15) | |
| land (address, plan details and title reference) | Lot , 14 & 20 Gurner Avenue Austral NSW 2179 (Stage 1) Lot [] in Deposited Plan 1229486 (copy attached). Folio Identifier: /1229486 <input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| improvements attached copies | Vacant Land documents in the List of Documents as marked or numbered: other documents: | |

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

| | | |
|-----------------------|--|---|
| inclusions | Nil | |
| exclusions | | |
| purchaser | | |
| purchaser's solicitor | | |
| price | \$ | |
| deposit | \$ | (10% of the price, unless otherwise stated) |
| balance | \$ | |
| contract date | (if not stated, the date this contract was made) | |

| | |
|----------------------|--|
| Buyer's agent | |
| Purchaser's interest | <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares |
| Guarantor | Name: Address: |
| GST | The price is inclusive of GST (see clause 50) |
| FIRB approval | Treasurer's Approval - Required <input type="checkbox"/> Not required <input type="checkbox"/> |
| Execution | See execution page |

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☐ NO ☐ yes
☐ NO ☒ yes

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

margin scheme will be used in making the taxable supply

☐ NO ☒ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☒ 7 section 149(5) information included in that certificate
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1989

Other

- ☐ 52

Execution page

Signed by

as attorney for **Crownland Austral Pty Limited**
ACN 611 846 998 under power of attorney Book
4737 No 300 in the presence of:

Witness

Print name

Print address

Attorney

Name

Position Held

SIGNED by the **purchaser** in the presence of:

Signature of witness

Name of witness (block letters)

Address of witness

SIGNED by the **Purchaser** by its attorney in the
presence of:

Signature of witness

Name of witness (block letters)

Address of witness

Attorney

Name

Position Held

SIGNED on behalf of the **Purchaser** in
accordance with section 127 of the Corporations
Act by authority of its directors:

Signature of Secretary/Director

Print name

Signature of Director

Print name

SIGNED by the **Guarantor** in the presence of:

Signature of witness

Name of witness (block letters)

Address of witness

Name (Block letters)

Name (Block letters)

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

| | |
|--|---------------------------------------|
| Australian Taxation Office | NSW Fair Trading |
| Council | NSW Public Works |
| County Council | Office of Environment and Heritage |
| Department of Planning and Environment | Owner of adjoining land |
| Department of Primary Industries | Privacy |
| East Australian Pipeline Limited | Roads and Maritime Services |
| Electricity and gas authority | Subsidence Advisory NSW |
| Land & Housing Corporation | Telecommunications authority |
| Local Land Services | Transport for NSW |
| NSW Department of Education | Water, sewerage or drainage authority |

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

In this contract, these terms (in any form) mean –

| | |
|------------------------------|--|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>remittance amount</i> | the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor serves notice of intention to *rescind*; and

- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or service upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party*'s own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within* 7 days of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 *populate the Electronic Workspace with title data;*
 30.6.2 *create and populate an electronic transfer;*
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*
 30.7.1 *join the Electronic Workspace;*
 30.7.2 *create and populate an electronic transfer;*
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*
 30.8.1 *join the Electronic Workspace;*
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*
 30.10.2 *all certifications required by the ECNL are properly given; and*
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*
 - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and*
 - *the vendor shall be taken to have no legal or equitable interest in the property.*
- 30.14 *A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.*
- 30.15 *If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things –*
 30.15.1 *holds them on completion in escrow for the benefit of; and*
 30.15.2 *must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.*
- 30.16 *In this clause 30, these terms (in any form) mean –*
- | | |
|-----------------------------|---|
| <i>adjustment figures</i> | <i>details of the adjustments to be made to the price under clause 14;</i> |
| <i>certificate of title</i> | <i>the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;</i> |
| <i>completion time</i> | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i> |

| | |
|-------------------------------|---|
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 - 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
 - 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
 - 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

Contract for the Sale of Land

These are additional clauses to the Contract for the Sale and Purchase of the Land

Stage 1 – Lots 101-176

14 and 20 Gurner Avenue, Austral

Table of Contents

| | |
|--|----|
| 32. Definitions and Interpretation | 21 |
| 33. Amendment of printed provisions | 23 |
| 34. Vendor's disclosures | 25 |
| 35. Representations, warranties and acknowledgments by purchaser | 26 |
| 36. Interest and notice to complete | 26 |
| 37. Certain provisions apply after completion | 27 |
| 38. Exercise of certain rights to <i>rescind</i> | 27 |
| 39. Encumbrances | 27 |
| 40. Council rates, water and sewerage rates and land tax | 28 |
| 41. Selling and Leasing Activities | 28 |
| 42. Development Activities | 29 |
| 43. Planning Certificate | 29 |
| 44. Insolvency | 30 |
| 45. Assignment by Purchaser | 30 |
| 46. Guarantee | 30 |
| 47. Annexure | 32 |
| 48. Governing law, jurisdiction and service of process | 32 |
| 49. Objection and <i>requisitions</i> on title | 32 |
| 50. GST 32 | |
| 51. Privacy Act | 34 |
| 52. Prohibited Entities | 35 |
| 53. Foreign Acquisitions and Takeovers Act 1975 | 35 |
| 54. Disputes, claims or disagreements | 36 |
| 55. Electronic settlement | 37 |
| Reference Schedule | 38 |

Items appearing in this contract in this format are notes only. They explain the reason for the contractual term. They are included for information purposes and do not form part of the contractual provisions.

32. Definitions and Interpretation

32.1 Definitions

The following words have these meanings in this contract unless the contrary intention appears.

Bank Guarantee means a deposit guarantee bond or an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution as approved by the vendor, and which must be in a form and on terms acceptable to the vendor in its absolute discretion.

At the date of this contract, the vendor will only accept bank guarantees from ANZ, CBA, NAB, and Westpac. The vendor will only consider deposit bonds from QBE.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Council means Liverpool City Council.

Development Activities means:

- (a) any form of demolition work, excavation work or landscaping work on the Development Site;
- (b) any form of building work or work ancillary to or associated with building work on the Development Site including the installation of services;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the vendor;
- (d) any form of civil works including road, drainage and utilities works;
- (e) the subdivision of land forming part of the Development Site;
- (f) the dedication of land forming part of the Development Site; and
- (g) any similar activities on any other part of the Development Site.

Development Approval means the approval of the Development Application and any s.96 application, variation, modification or replacement from time to time.

Development Site means Lot 1 in Deposited Plan 1242364 and Lot 2 in Deposited Plan 1242364 or any subsequent subdivision of these lots.

EPA Act means the *Environmental Planning and Assessment Act 1979* (NSW).

FIRB Act means *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Foreign Person has the same meaning as in the FIRB Act.

Governmental Agency means any government, semi or local government, statutory, public or other authority having jurisdiction over the Development Site.

GST means Goods and Services Tax payable under the GST Act.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guarantor means the person referred to as guarantor on page 1.

Interest Rate means 12% per annum.

Planning Certificate means the certificate or certificates under section 149 of the EPA Act in Annexure 4.

Prohibited Entity means any person or entity which:

- (a) is a “terrorist organisation” as defined in Part 5.3 of the *Criminal Code Act 1995* (Cth); or
- (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* (Cth) which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.

Recipient means a *party* who provides or is liable to provide consideration under this contract for a supply.

Service means any service provided to the property including water, electricity, gas, telecommunications, and sewerage.

Service Provider means any provider of a Service.

Standard Requisitions means the requisitions of title in annexure 6.

Standard Replies means the replies to requisitions of title in annexure 6.

Supplier means a *party* to which the Recipient provides or is liable to provide consideration under this contract for a supply.

Supply means a supply made under or in connection with this contract.

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Treasurer means the Treasurer of the Commonwealth of Australia.

Treasurer’s Approval means the approval of the Treasurer to the purchaser’s acquisition of the property.

32.2 Interpretation

In this contract:

- (a) despite clause 1 of this contract the terms defined in clause 1, clause 30.16 and clause 31.1 are defined terms whether or not those terms are in italics;

- (b) headings are for convenience only and do not affect interpretation,
- and unless the context indicates a contrary intention:
- (c) a reference to this contract or another instrument includes any variation or replacement of any of them;
 - (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (e) the singular includes the plural and vice versa;
 - (f) words implying a gender imply any gender;
 - (g) "person" includes an individual, the estate of an individual (including executors and administrators), a corporation, an authority, an association or a joint venture (whether incorporated or not), a partnership, trust, state or government successors, substitutes (including persons taking by novation) and assigns;
 - (h) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
 - (i) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
 - (j) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
 - (k) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
 - (l) a reference to time is a reference to Sydney time;
 - (m) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
 - (n) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
 - (o) "includes" in any form is not a word of limitation;
 - (p) a reference to "\$" or "dollar" is to Australian currency;
 - (q) "Item" is an item in the Reference Schedule; and
 - (r) any words and phrases not defined in clause 32.1 that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in clause 60 as in that Act.

33. Amendment of printed provisions

The printed provisions of this contract are amended as follows:

33.1 Amendments

Clauses 1-31 are amended as follows:

- (a) Clause 1 – replace the definition of "*adjustment date*" with "the earlier of the date for completion, the date possession is given to the purchaser and the date of actual completion";
- (b) Clause 1 - in the definition of "bank" delete "a building society or credit union";
- (c) Clause 1 – in the definition of "clearance certificate" delete from "that" to the end of the definition.
- (d) Clause 1 – replace the definition of "*depositholder*" with "vendor's solicitor";
- (e) Clause 1 – delete the definition of "remittance amount" and replace with "remittance amount the amount payable in accordance with section 14-200(2) of Schedule 1 of the TA Act".
- (f) Clause 2.4 – delete the word "cheque" and replace with "bank cheque";
- (g) Clause 2.9 – delete;
- (h) clause 3 – delete;
- (i) Clause 5.1 – delete;
- (j) clause 5.2.3 – delete;
- (k) The first line of clause 7.1 is replaced with "The vendor can *rescind* (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;"
- (l) Clause 7.1.1 is deleted;
- (m) Clause 7.1.3 is replaced with "the purchaser does not *serve* notice waiving the claims *within 5 business days* after that *service*; and";
- (n) Clause 8.1.1 – delete ", on reasonable grounds,";
- (o) Clause 8.1.3 – delete "14 days" and replace with "7 days".
- (p) Clause 9.1 is replaced with "keep or recover the deposit (including interest earned on it);"
- (q) Clause 10.1, line 1 is replaced with "The purchaser cannot make a claim, objection, *requisition*, delay completion, *rescind* or *terminate* in respect of-";
- (r) Clauses 10.1.8 and 10.1.9 are amended by adding "or existence" after "substance";
- (s) Clause 10.1.10 is included as follows "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.";
- (t) Clause 10.2 – add "make a claim, objection, *requisition*, delay completion or" after "cannot";
- (u) clause 12 – delete;
- (v) Clause 13 – delete;

- (w) Clauses 14.4, 14.5 and 14.7 are deleted;
- (x) Clause 14.8 – add "by any competent authority" after "started";
- (y) Clause 16.5 – delete "plus another 20% of that fee";
- (z) Clause 16.8 – delete;
- (aa) Clause 19.3 is included as follows "Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010* (NSW) is the remedy prescribed by that regulation."
- (bb) Clause 20.6.3 – add at the end "(this clause 20.6.3 also applies to any document in an action in connection with this contract including any writ of summons or other originating process)";
- (cc) Clause 20.6.5 – delete "unless it is not received" and add at the end "and is taken to have been received at the time shown in the transmission report that the whole fax was sent";
- (dd) Clauses 22-29 are deleted;
- (ee) Clause 31.2.1 – add "which must include the vendor's address and email address as noted on the front page of this contract or otherwise notified to the purchaser";
- (ff) Clause 31.2.2 – add "or attend to payment of the remittance amount at completion in a manner acceptable to the Australian Taxation Office and agreed to by the vendor and purchaser";
- (gg) Clause 31.2.3 – add "unless already paid on completion in accordance with clause 31.2.2";
- (hh) Clause 31.4 – delete "7 days" and replace with "3 business days";
- (ii) Clause 31.5 – delete "in respect of every vendor" and replace with "in respect of every registered proprietor of the land"; and
- (jj) Clause 31.6 is included as follows "The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser's failure to pay the remittance amount to the Australian Tax Office in accordance with clause 31.2.3."

33.2 Inconsistency

If there is any inconsistency between the printed provisions of this contract and these additional clauses, these additional clauses prevail.

34. Vendor's disclosures

34.1 Sewer

The vendor discloses that the location of the sewer shown on the sewer diagram is not accurate and the exact location of the sewer may vary on approval and construction.

34.2 Fencing Work

The purchaser cannot require the vendor to contribute to fencing work in relation to land adjoining the property owned by the vendor.

34.3 Street Address

Despite the street address on the front cover of the contract, the vendor notes that the street address is for the Development Site and the property purchased may have another street address. New street addresses for the various lots arising from a subdivision of the Development Site have not yet been allocated.

34.4 No claims or rescission rights

The purchaser must not:

- (a) make any objection, *requisition* or claim for compensation, delay completion *rescind* or *terminate* this contract in relation to; or
- (b) make a claim for damages from or seek to restrain the vendor (or its contractors or agents) from carrying out any of

the matters referred to or disclosed in this clause.

35. Representations, warranties and acknowledgments by purchaser

35.1 Purchaser representations and warranties

The purchaser represents and warrants that:

- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by, the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;
- (b) the purchaser has obtained appropriate independent advice on and is satisfied about:
 - (i) the purchaser's obligations and rights under this contract;
 - (ii) the nature of the property and the purposes for which the property may be lawfully used.
- (c) the purchaser was not introduced to the vendor or the property directly or indirectly through or by any real estate agent other than the vendor's agent named on the front page; and
- (d) the purchaser has not entered into this contract as a trustee of a trust.

35.2 Purchaser Acknowledgments

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in clause 35.1 are true and not misleading.

36. Interest and notice to complete

36.1 Interest

If the purchaser completes this contract but does not do so on or before the date for completion, then on completion the purchaser must pay the vendor interest at the Interest Rate on the price

and any other amount payable by the purchaser to the vendor under this contract from, but excluding, the date for completion to and including the date of actual completion.

36.2 Payment of interest essential

Payment of interest in accordance with this clause 36 is an essential term of this contract.

36.3 Vendor delay

The purchaser need not pay interest under this clause 36 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

36.4 Notice to complete

- (a) If the purchaser does not complete this contract on the date for completion, the vendor may serve a notice to complete on the purchaser requiring the purchaser to complete this contract within 10 *business days* from the date of the service of the notice to complete and making that date and time an essential date and time for completion. If the purchaser fails to complete on the date and time set out in the notice to complete, the vendor may *terminate* this contract.
- (b) A notice to complete will be reasonable and sufficient as to time if a period of 10 *business days* from the date of service of the notice is allowed for completion.
- (c) If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.
- (d) Without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

37. Certain provisions apply after completion

The provisions of this contract intended to have application after completion continue to apply despite completion.

38. Exercise of certain rights to *rescind*

If a right to *rescind* given under this contract is not exercised within the period specified for its exercise it lapses immediately and may not be exercised.

39. Encumbrances

39.1 Discharge and withdrawals

If a mortgage or caveat is recorded on the folio of the register for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in so far as it relates to the property.

39.2 Purchaser caveats

Notwithstanding clause 39.1, if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the register for the property the purchaser must complete this contract despite that caveat.

39.3 Registrable form

A discharge of mortgage or withdrawal of caveat given under clause 39.1 must be in registrable form and the registration fees payable must be paid by the vendor to the purchaser on completion.

40. Council rates, water and sewerage rates and land tax

40.1 Council rates, water and sewerage rates and land tax

If, at completion, a separate assessment for council rates, water rates and land tax in respect of the property for the year current at completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues; and
- (b) on completion the purchaser must adjust the amount of \$1,200 per annum (in respect of Council rates) and \$275 per quarter (in respect of water and sewerage rates) and \$1,500 per annum (in respect of land tax) in accordance with clause 14.

40.2 Vendor to pay

The vendor must, before completion, pay or procure the payment of:

- (a) any assessment for council rates;
- (b) any assessment for water and sewerage rates; and
- (c) any land tax.

issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of rates.

41. Selling and Leasing Activities

Both before and after completion and until the vendor completes the sale of all lots in the Development Site, the vendor and persons authorised by the vendor may:

- (a) conduct selling and leasing activities in and about the Development Site;
- (b) place in and about the Development Site (but not the property, after completion) signs, advertisements, boards, writing plates, signals, illuminations, banner and insignia in connection with those selling and leasing activities;
- (c) place in and about the Development Site (but not the property, after completion) offices, stalls and other associated facilities for sales people; and
- (d) hold events or functions on the Development Site (but not the property).

- (e) access the Development Site (including the property after completion) if required to provide any of the services including without limitation the services in clause 34.1.

42. Development Activities

42.1 Development Activities

- (a) The purchaser acknowledges that the Development Activities may not be completed by completion and that the vendor may continue to carry out Development Activities after completion. Development Activities may result in noise and dust throughout the Development Site and construction traffic in and around the Development Site. Roads may be closed, gated and access restricted whilst the vendor completes Development Activities.
- (b) The vendor intends to carry out development activities on the development site, which may result in noise and dust.
- (c) Parts of the development site may be consolidated, subdivided or left as they are or sold by the vendor at the vendor's absolute discretion (either before or after the vendor has carried out development activities on them).

42.2 No objection to Development Activities

The purchaser may not make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because the vendor is carrying out Development Activities.

42.3 Reasonable endeavours of Vendor

In carrying out Development Activities the vendor must use reasonable endeavours to ensure that the purchaser is caused as little inconvenience as is reasonably practicable.

43. Planning Certificate

43.1 Purchaser's acknowledgments

The purchaser acknowledges the specific disclosure, by the vendor, in the Planning Certificate of the environmental planning instruments affecting the property (including draft environmental planning instruments) as notified by Council. The purchaser represents and warrants that:

- (a) it has made its own enquiries in relation to the matters noted in clause 43.1;
- (b) it has inspected the Planning Certificate, the instruments referred to in the Planning Certificate and the instruments referred to in clause 43.1;
- (c) it is aware of any defects in the Planning Certificate; and
- (d) it is aware of all restrictions and prohibitions on the property and the Development Site.

43.2 No objection to Planning Certificate

The purchaser may not, subject to anything to the contrary in Part IV of the Conveyancing Act, make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because of anything referred to in or omitted from the Planning Certificate. If the purchaser makes any claim that this contract does not comply with a requirement of Part IV of the Conveyancing Act the purchaser bears the onus of establishing that this contract does not comply with the requirement.

44. Insolvency

- (a) Without affecting any other rights of either party, if the purchaser (or any of them) is a company and before completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, the vendor may *rescind* this contract in accordance with clause 19.
- (b) If the purchaser (or any of them) is a natural person and prior to completion dies, the vendor may *rescind* this contract in accordance with clause 19.
- (c) If the purchaser (or any one of them) is a natural person and prior to completion commits an act of bankruptcy or has a trustee in bankruptcy appointed to his or her assets, the purchaser is in breach of an essential term of this contract and the vendor may *terminate* this contract in which event the deposit will be forfeited to the vendor.

45. Assignment by Purchaser

45.1 Assignment

The purchaser may only assign or novate this contract (or otherwise dispose of its interest in this contract or the property) with the vendor's prior written consent which may be withheld or granted (with or without conditions) in the vendor's sole discretion.

45.2 Details

When seeking the vendor's consent under clause 45.1, the purchaser must advise the vendor of the identity of the other party and details of any proposed guarantor.

45.3 Clause 45 essential

This clause is an essential clause of this contract.

46. Guarantee

- (a) The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- (b) In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
 - (i) the payment of all money payable by the purchaser under this contract; and
 - (ii) the performance of all the purchaser's other obligations under this contract.
- (c) The Guarantor:
 - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
 - (ii) must pay on demand any money due to the vendor under this indemnity.

- (d) The Guarantor is jointly and severally liable with the purchaser to the vendor for:
 - (i) the purchaser's performance of its obligations under this contract; and
 - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- (e) Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
 - (i) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (ii) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (f) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- (g) The Guarantor's obligations are not affected if:
 - (i) the vendor releases or enters into a composition with the purchaser;
 - (ii) a payment made to the vendor is later avoided; or
 - (iii) the vendor assigns or transfers the benefit of this contract.
- (h) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (i) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (i) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release (including without limitation a release as part of a novation) or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (v) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (vi) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
 - (vii) the winding-up of the purchaser.

- (j) The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

47. Annexure

The vendor does not warrant the accuracy or completeness of any document or plan annexed to or referred to in an annexure to this contract.

48. Governing law, jurisdiction and service of process

48.1 New South Wales law

This contract is governed by the law in force in New South Wales.

48.2 Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

48.3 Service

Any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

49. Objection and *requisitions* on title

The purchaser agrees that the only objection or *requisitions* on title that the purchaser may make under clause 5 are the Standard Requisitions. The purchaser is deemed to have made the Standard Requisitions and the vendor is deemed to have made the Standard Replies. Nothing in this clause prevents the vendor from amending the Standard Replies prior to completion.

50. GST

50.1 Interpretation

- (a) Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('the GST Act') have the same meaning in this clause.
- (b) In this clause 50:
 - (i) "**GST Withholding Payment**" means a payment under section 14-250 of Schedule 1 to the TAA.
 - (ii) "**Purchaser GST Withholding Notice**" means a form to be given by the purchaser to the Commissioner of Taxation as notification of the purchaser's obligation to make a GST Withholding Payment;

- (iii) **“Purchaser Settlement Confirmation Notice”** means a form to be given by the purchaser (or the purchaser’s agent) to the Commissioner as notice of the date for completion of this contract;
- (iv) **“TA Act”** means the Taxation Administration Act 1953 (Cth);
- (v) **“Vendor GST Withholding Notice”** means a written notice stating whether the purchaser is required to make a GST Payment in relation to the sale or supply of the property; and

50.2 Price includes GST

The Price shown in this contract includes GST. If the vendor is liable to pay GST in respect of the sale or supply of the property, or the purchaser is required to make a GST Withholding Payment, the Price will not be increased to include an additional amount for GST.

50.3 Margin scheme

The parties agree that the vendor will calculate GST under the margin scheme. The purchaser acknowledges that the purchaser must not claim an input tax credit in respect of its acquisition of the property under this contract and the vendor is not required to give the purchaser a tax invoice.

50.4 Vendor to give GST notification

If the purchaser is required to make a GST Withholding Payment in respect of a supply made under or in connection with this contract, the vendor must give the purchaser a Vendor GST Withholding Notice by no later than ten (10) business days before the date for completion of this contract.

50.5 Payment of GST Withholding Amount

- (a) This clause 50.5 applies if the vendor gives the purchaser a Vendor GST Withholding Notice stating that the purchaser must make a GST Withholding Payment.
- (a) The purchaser must as an essential term lodge a duly completed Purchaser GST Withholding Notice with the Australian Taxation Office and give evidence of having done so to the vendor by no later than five (5) business days prior to the date for completion.
- (b) As a condition of completion, the purchaser must serve on the vendor a notice stating the Lodgment Reference Number and Payment Reference Number (or other relevant identification number) issued by or on behalf of the Commissioner of Taxation to the purchaser upon lodgement of the Purchaser GST Withholding Notice or Purchaser Settlement Confirmation Notice.
- (c) The purchaser must make a GST Withholding Payment at completion by paying the amount specified in the Vendor GST Withholding Notice (**GST Withholding Amount**) by either:
 - (i) where completion takes place in the Electronic Workspace in accordance with clause 30 of the printed conditions, paying the GST Withholding Amount to the Australian Taxation Office through that facility; or
 - (ii) where completion does not take place in the Electronic Workspace in accordance with clause 30 of the printed conditions, giving the vendor a bank cheque for the GST Withholding Amount drawn in favour of the Commissioner of Taxation. The vendor must promptly remit the bank cheque to the Australian Taxation Office.

50.6 Purchaser Settlement Confirmation Notice

- (a) The purchaser irrevocably authorises the vendor's solicitor to act as the purchaser's agent (and in doing so the vendor's solicitor is not the agent of the vendor) to give the Purchaser Settlement Confirmation to the Commissioner of Taxation.
- (b) If
 - (i) the purchaser provides a direction under clause 4.3 to the vendor; or
 - (ii) the transfer is otherwise not made in conformity with this contract,the purchaser must, on and as a condition of completion, provide the vendor with an irrevocable authority duly executed by the transferee named on the transfer on terms required by the vendor's solicitor to give effect to subclause (a).

50.7 Parties to co-operate

The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

- (a) Providing any information reasonably requested by the other party; and
- (b) Making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act.

50.8 Potential residential land

If the supply under this contract is of potential residential land that:

- (a) is included in a property subdivision plan; and
- (b) does not contain any building that is in use for a commercial purpose,

the purchaser must no later than fifteen (15) business days before the date for completion serve on the vendor a notice duly completed in the form at Annexure 7.

51. Privacy Act

51.1 Consent

The purchaser and the Guarantor each consent to its personal information being:

- (a) used by the vendor;
 - (i) in connection with the vendor's business; and
 - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor:
 - (i) if required or permitted by law; or
 - (ii) as specified in any applicable privacy statement; or
 - (iii) if the purchaser or the Guarantor consent; or

- (iv) to any person with whom the vendor deals in connection with the vendor's business, including persons who are overseas.

51.2 Collection of Information

- (a) The purchaser acknowledges and agrees that the vendor may collect information about the purchaser set out in this contract or made available to the vendor in relation to this contract and that the vendor may disclose that information in relation to this contract to:
 - (i) the vendor's agent (or prospective agent);
 - (ii) the vendor's financier or financial adviser (or prospective financier or financial adviser);
 - (iii) external service providers (including solicitors, insurers and accountants); and
 - (iv) any person with whom the vendor deals with in connection with the vendor's business, including persons who are overseas.
- (b) The purchaser may request access to its personal information and request that it be corrected as specified in the vendor's privacy policy.
- (c) The purchaser consents to the vendor using its personal information to promote the vendor's products and services. If the purchaser no longer wishes to receive promotional information from the vendor, the purchaser may advise the vendor of its wish.

52. Prohibited Entities

The Purchaser:

- (a) represents and warrants that it is not a Prohibited Entity and is not owned or controlled by, or acts on behalf of, any Prohibited Entity; and
- (b) indemnifies the vendor against any non-compliance by the vendor with all anti-terrorism legislation in Australia including, without limitation, Part 4 of the *Charter of the United Nations Act 1945* and Part 5.3 of the *Criminal Code Act 1995* due to a breach by the purchaser of its representation or warranty in clause 52(a).

53. Foreign Acquisitions and Takeovers Act 1975

53.1 Purchaser to provide information

On or before the date of this contract (or another date nominated by the vendor) the purchaser must:

- (a) if the purchaser is a Foreign Person, notify the vendor of that fact; and
- (b) whether or not the purchaser is not a Foreign Person, give to the vendor:
 - (i) the purchaser's full name, address and nationality; and
 - (ii) if the purchaser is a company or trustee of a trust, the names, addresses and nationalities of the shareholders and directors of the company or the names, addresses and nationalities of the beneficiaries under the trust; and
 - (iii) any other information required by the Treasurer.

53.2 Treasurer's Approval

- (a) If the purchaser informs the developer under clause 53.1 that the purchaser is a Foreign Person, the purchaser must
 - (i) apply for the Treasurer's Approval within 14 days of the date of this contract and provide the vendor with a copy of that application within 21 days of the date of this contract;
 - (ii) use best endeavours to obtain the Treasurer's approval within 30 days of the date of this contract; and
 - (iii) provide to the developer or its solicitor a copy of:
 - (A) the Treasurer's Approval and any conditions attaching to the Treasurer's Approval; or
 - (B) a copy of the Treasurer's refusal of the purchaser's application.
- (b) If the purchaser complies with its obligation under clause 53.2(a) and the purchaser application is refused the vendor or purchaser may rescind this contract by written notice to the other.

53.3 Indemnity

If the purchaser does not comply with its obligations under this clause:

- (a) the purchaser is in breach of an essential term of this contract and the vendor may terminate this contract in which event the deposit will be forfeited to the vendor; and
- (b) the purchaser indemnifies the vendor and must compensate the vendor for any consequential loss of profit, damage, penalty, fine or legal costs incurred by the vendor arising from that failure.

54. Disputes, claims or disagreements

54.1 Purchaser is Foreign Person

This clause applies when:

- (a) the purchaser's address on Page 1 of the contract is located outside Australia; or
- (b) the purchaser is a Foreign Person within the meaning of the FIRB Act.

54.2 Arbitration

Where the purchaser falls within the class of purchasers described in clause 54.1, then despite any other provision of this contract, any dispute, disagreement, controversy or claim arising out of, relating to, or in connection with this contract, including any question regarding its existence, validity, the performance, rescission or termination of it must be resolved by arbitration in accordance with the Australian Centre for International Arbitration Rules; and

- (a) the seat of arbitration must be Sydney, Australia; and
- (b) the language of the arbitration must be English; and
- (c) the number of arbitrators is to be one; and

- (d) the arbitration may be determined on the basis of written statements of evidence and submissions and (if both parties agree), without an oral hearing unless the arbitrator determines that an oral hearing is required.

55. Electronic settlement

55.1 Application of clause 30

Clause 30 of the printed provisions of this contract, as amended by this clause 55, only applies if the vendor serves a notice under clause 55.2.

55.2 Vendor notice

- (a) The vendor may serve a notice on the purchaser on or before service of the Registration Notice requiring this transaction to be conducted as an electronic transaction.
- (b) If the vendor serves a notice under clause 55.2(a) before service of the Registration Notice, the vendor can serve a further notice at any time before service of the Registration Notice requiring that this transaction not be conducted as an electronic transaction.

55.3 Amendment to clause 30

If the vendor serves a notice under clause 55.2, clause 30 of the printed provisions is amended as follows:

- (a) Clauses 30.1, 30.2 and 30.3 are deleted.
- (b) Clause 30.5 – delete “Normally, the vendor must within 7 days of receipt of the notice under clause 30.1.2” and replace with “The vendor must within 2 business days of serving a notice under clause 55.2”.
- (c) Clause 30.7 – replace “7” with “2”.
- (d) Clause 30.8 – replace “7” with “2”.
- (e) Clause 30.9.1 – delete and replace with “the vendor must provide the purchaser with adjustment figures at least 2 business days before the date for completion; and”
- (f) Clause 30.14 – delete “but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion”.
- (g) Clause 30.15.2 – delete “immediately” and replace with “within 10 business days”.

Reference Schedule

Item 1

Copies of the following documents are attached and marked with the annexure number referred to alongside:

1. Folio Identifier
2. Deposited Plan
3. Dealings
4. Planning Certificate under section 10.7 of the EPA Act
5. Sewerage Service Diagrams and Sewer Reference Sheets
6. Standard Requisitions and Standard Replies
7. Potential Residential Land Purchaser's Notice to Vendor
8. Land Tax Certificate

Annexure 1
Folio Identifier

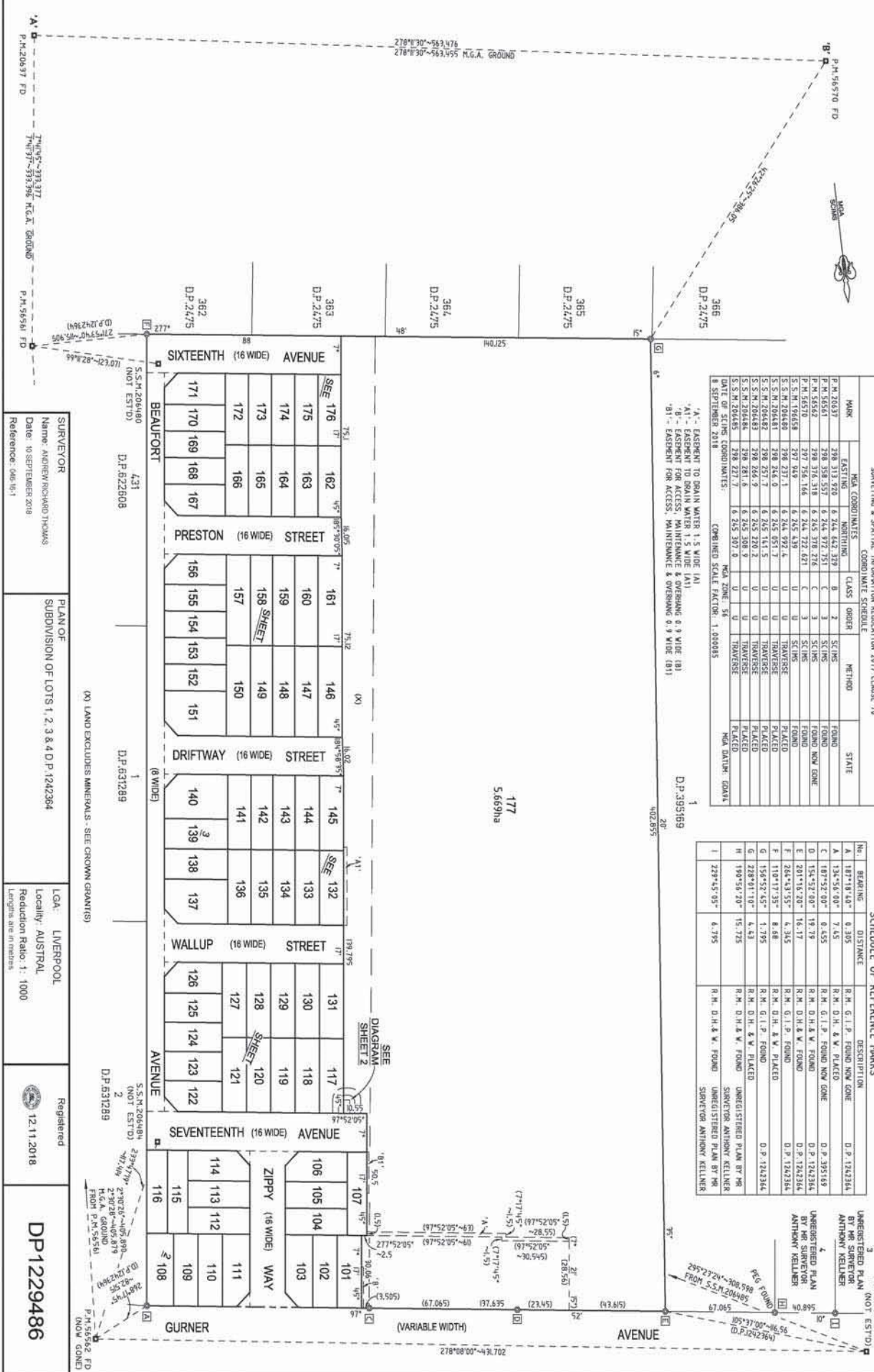
Annexure 2
Deposited Plan

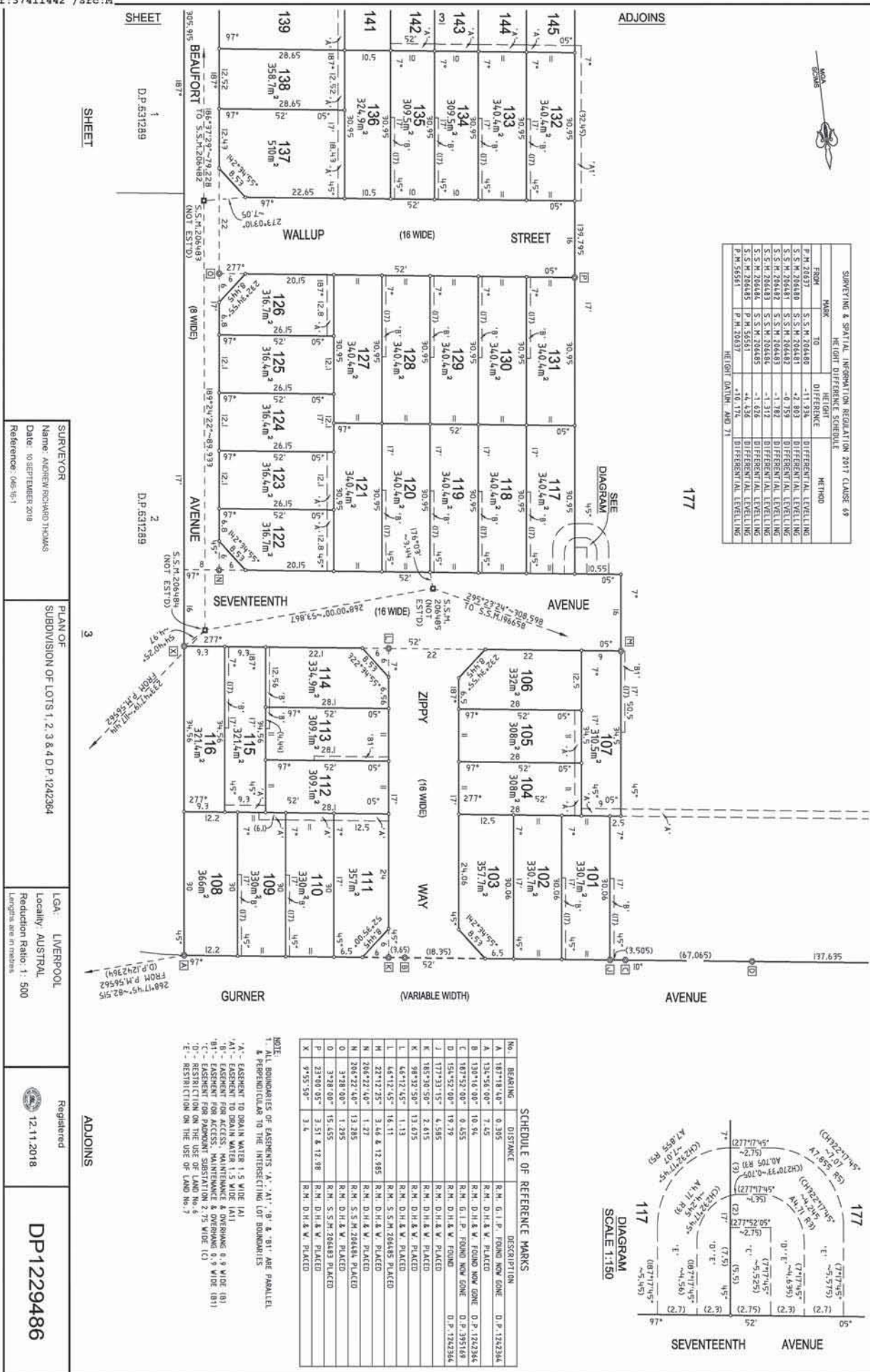
| MARK | COORDINATES | | | | CLASS | ORDER | METHOD | STATE |
|---------------------------------|-------------|---------------|---|------------------|----------|------------------|----------------|-------|
| | EASTING | NORTHING | B | S | | | | |
| P.M. 263637 | 298 313.920 | 6 246.442 329 | B | 2 | SCIMS | | FOUND | |
| P.M. 55561 | 298 368.557 | 6 246 972 751 | C | 3 | SCIMS | | FOUND | |
| P.M. 55562 | 298 376.318 | 6 245 976 276 | C | 3 | SCIMS | | FOUND NOW GONE | |
| P.M. 55570 | 297 795.166 | 6 244 722 621 | C | 3 | SCIMS | | FOUND | |
| S.S.M. 196659 | 297 949 | 6 245 339 | U | 0 | SCIMS | | FOUND | |
| S.S.M. 206480 | 298 237.1 | 6 246 192.4 | U | 0 | TRAVELSE | | PLACED | |
| S.S.M. 206481 | 298 246.0 | 6 245 957.7 | U | 0 | TRAVELSE | | PLACED | |
| S.S.M. 206482 | 298 257.7 | 6 245 141.5 | U | 0 | TRAVELSE | | PLACED | |
| S.S.M. 206483 | 298 266.9 | 6 245 280.2 | U | 0 | TRAVELSE | | PLACED | |
| S.S.M. 206484 | 298 281.6 | 6 245 308.9 | U | 0 | TRAVELSE | | PLACED | |
| S.S.M. 206485 | 298 272.7 | 6 245 307.9 | U | 0 | TRAVELSE | | PLACED | |
| COORDINATES: | | | | NAD 83 | | NAD DATUM: GDA84 | | |
| COMBINED SCALE FACTOR: 1.000005 | | | | NAD DATUM: GDA84 | | | | |
| 8 SEPTEMBER 2010 | | | | | | | | |

| SCHEDULE OF REFERENCE MARKS | | | |
|-----------------------------|------------|----------|------------------------------|
| NO. | BEARING | DISTANCE | DESCRIPTION |
| A | 187°11'40" | 0.305 | R.M. G. I. P. FOUND NOW GONE |
| A | 134°55'40" | 7.453 | R.M. D. H. W. PLACED |
| C | 187°52'40" | 0.455 | R.M. G. I. P. FOUND NOW GONE |
| D | 154°53'40" | 19.79 | R.M. D. H. W. FOUND |
| E | 201°14'20" | 16.17 | R.M. D. H. W. FOUND |
| F | 264°13'55" | 4.315 | R.M. G. I. P. FOUND |
| F | 110°11'35" | 8.48 | R.M. D. H. W. PLACED |
| G | 156°55'45" | 1.395 | R.M. G. I. P. FOUND |
| G | 128°11'10" | 4.53 | R.M. D. H. W. PLACED |
| H | 228°14'05" | 15.325 | R.M. D. H. W. FOUND |
| H | 196°54'20" | 7.395 | R.M. D. H. W. FOUND |

UNDELETED STERIL PLAN BY 98
 SUPERVISOR ANTHONY KELLINE

UNDELETED STERIL PLAN BY 98
 SUPERVISOR ANTHONY KELLINE





PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LXL

Sheet 3 of 3 sheet(s)

SCHEDULE OF REFERENCE MARKS

| No. | BEARING | DISTANCE | DESCRIPTION |
|-----|------------|---------------|---------------------------|
| F | 264°43'55" | 4.345 | R.M. G.I.P. FOUND |
| F | 119°17'35" | 8.448 | R.M. D.H. & W. PLACED |
| D | 0°36'55" | 1.315 | R.M. D.H. & W. PLACED |
| D | 0°36'55" | 16.855 | R.M. S.S.M. 204482 PLACED |
| R | 15°15'40" | 3.425 & 12.67 | R.M. D.H. & W. PLACED |
| S | 1°18'10" | 1.335 | R.M. D.H. & W. PLACED |
| S | 1°18'10" | 16.28 | R.M. S.S.M. 204481 PLACED |
| T | 22°18'45" | 3.44 & 12.96 | R.M. D.H. & W. PLACED |
| U | 24°52'15" | 1.155 | R.M. S.S.M. 204480 PLACED |
| U | 24°52'15" | 11.375 | R.M. D.H. & W. PLACED |
| V | 39°16'25" | 3.965 & 14.7 | R.M. D.H. & W. PLACED |
| W | 189°57'25" | 3.385 | R.M. D.H. & W. PLACED |

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 71

| MARK | AND | CLASS | ORDER | HEIGHT | DATUM | VALUATION | STATE |
|---------------|--------|-------|-------|--------|-------|-----------------|--------|
| P.M. 20437 | 93.376 | L.C. | L3 | FROM | SCHEM | DATUM VALUATION | FOUND |
| P.M. 55561 | 81.196 | L.C. | L3 | FROM | SCHEM | DATUM VALUATION | FOUND |
| S.S.M. 204480 | 81.436 | L.D. | U | PLACED | | | PLACED |
| S.S.M. 204481 | 84.239 | L.D. | U | PLACED | | | PLACED |
| S.S.M. 204482 | 83.480 | L.D. | U | PLACED | | | PLACED |
| S.S.M. 204483 | 81.658 | L.D. | U | PLACED | | | PLACED |
| S.S.M. 204484 | 78.760 | L.D. | U | PLACED | | | PLACED |

DATE OF SCHEM AND VALUES: 8 SEPTEMBER 2018

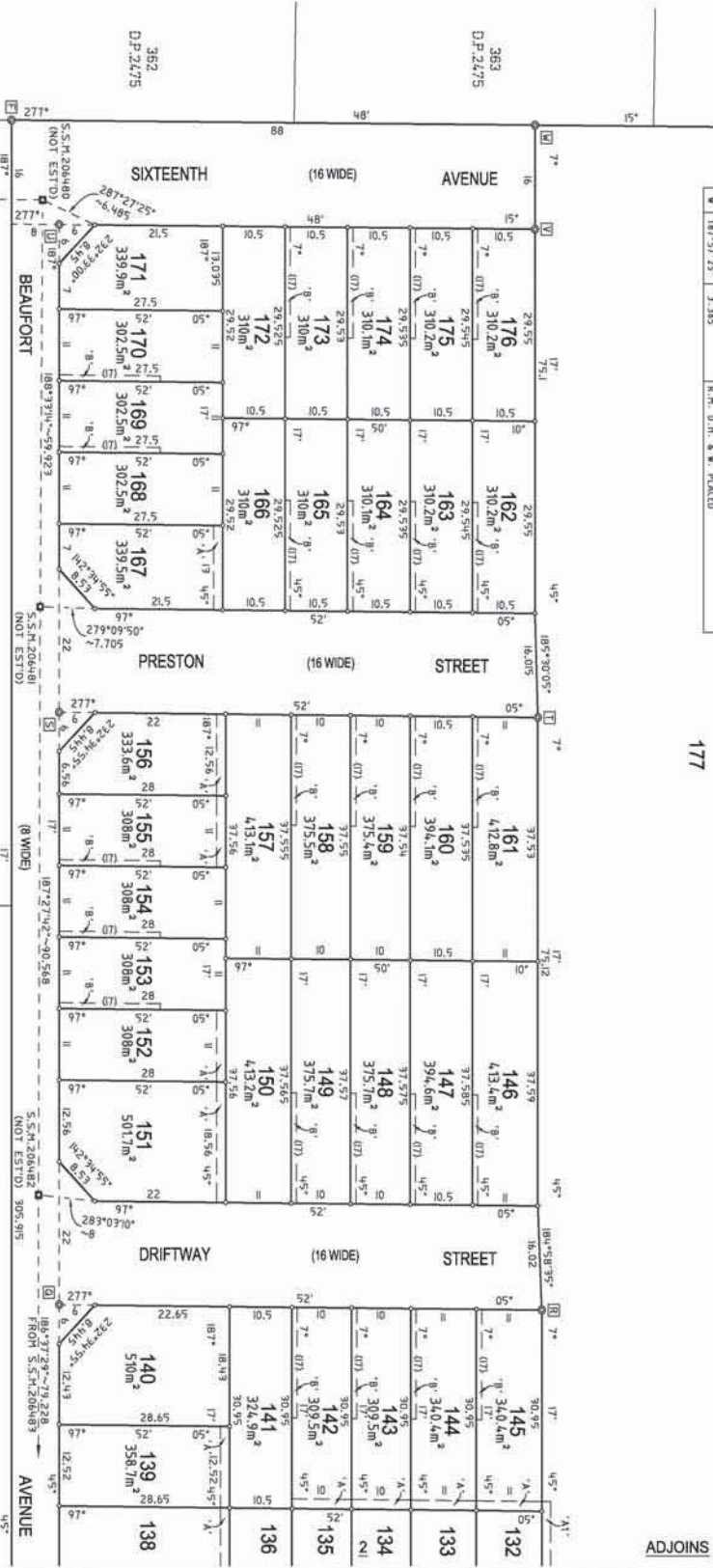
HEIGHT DATUM: AND 71

NOTE:
1. ALL BOUNDARIES OF EASEMENTS 'A' & 'B' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES.
2. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
3. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
4. EASEMENT FOR ACCESS, MAINTENANCE & OVERSHOULDER 6.9 WIDE (B)

SHEET


| | | | | |
|--|---|---|--------------------------|----------------------|
| SURVEYOR Name: ANDREW RICHARD THOMAS Date: 10 SEPTEMBER 2018 Reference: 56614-1 | PLAN OF SUBDIVISION OF LOTS 1, 2, 3 & 4 D.P. 1242364 | LGA: LIVERPOOL Locality: AUSTRAL Reduction Ratio: 1: 500 Lengths are in metres | Registered 12.11.2018 | ADJOINS DP1229486 |
|--|---|---|--------------------------|----------------------|


1: 1" = 10' 0" 1: 2" = 20' 0" 1: 3" = 30' 0" 1: 4" = 40' 0" 1: 5" = 50' 0" 1: 6" = 60' 0" 1: 7" = 70' 0" 1: 8" = 80' 0" 1: 9" = 90' 0" 1: 10" = 100' 0"


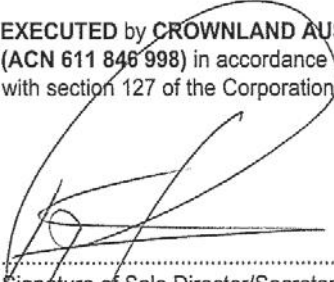

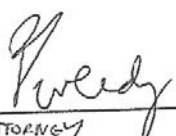


SHEET

ADJOINS

| PLAN FORM 6 (2017) | | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 3 sheet(s) |
|--|--|--|-----------------------|
| <p>Office Use Only</p> <p>Registered:  12.11.2018</p> <p>Title System: TORRENS</p> | | <p>Office Use Only</p> <p>DP1229486</p> | |
| <p>PLAN OF SUBDIVISION OF LOTS 1, 2, 3 & 4 D.P.1242364</p> | | <p>LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND</p> | |
| <p>Survey Certificate</p> <p>I, <u>ANDREW RICHARD THOMAS</u> of <u>CRAIG & RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>10 SEPTEMBER 2018</u>, or</p> <p>*(b) The part of the land shown in the plan(*being/*excluding** <u>was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</u></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature: <u>Andrew R. Thomas</u> Dated: <u>11/9/18</u></p> <p>Surveyor Identification No: <u>247</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | | <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <hr/> <p>Subdivision Certificate</p> <p>I, <u>STEPHEN MONTE</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>S. Monte</u> Accreditation number: Consent Authority: <u>LIVERPOOL CITY COUNCIL</u> Date of endorsement: <u>26-10-2018</u> Subdivision Certificate number: <u>SC-130/2018</u> File number: <u>DA-1099/2016</u></p> <p>*Strike through if inapplicable.</p> | |
| <p>Plans used in the preparation of survey/compilation.</p> <p>D.P.2475 D.P.395169 D.P.622608 D.P.631289 D.P.1242364 D.P.1243552 <u>UNREGISTERED PLAN OF SUBDIVISION</u> <u>BY MR SURVEYOR ANTHONY KELLAN</u></p> | | <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> SIXTEENTH AVENUE (16 WIDE) PRESTON STREET (16 WIDE) DRIFTWAY STREET (16 WIDE) WALLUP STREET (16 WIDE) SEVENTEENTH AVENUE (16 WIDE) ZIPPY WAY (16 WIDE) BEAUFORT AVENUE (8 WIDE) AS PUBLIC ROAD. | |
| <p>Surveyor's Reference: 046-16-1</p> | | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> | |

| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s) | | | | |
|--|--|--|------------------------------|--------------------------------|
| <div style="display: flex; justify-content: space-between;"> <div> Registered:  12.11.2018 </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOTS 1, 2, 3 & 4 D.P.1242364 </div> <div style="margin-top: 5px;"> Subdivision Certificate number: <u>SC-130/2018</u> Date of Endorsement: <u>26-10-2018</u> </div> | <div style="text-align: center; font-size: 24pt; font-weight: bold; margin-top: 20px;"> DP1229486 </div> <div style="margin-top: 20px;"> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div> | | | |
| <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED</p> <p>TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A) 2. EASEMENT TO DRAIN WATER 1.5 WIDE (A1) 3. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (B) 4. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (B1) 5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE 6. RESTRICTION ON USE OF LAND 7. RESTRICTION ON USE OF LAND 8. RESTRICTION ON USE OF LAND 9. RESTRICTION ON USE OF LAND 10. RESTRICTION ON USE OF LAND <div style="margin-top: 30px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;"> SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c)) </td> </tr> <tr> <td style="text-align: center; padding: 5px;"> SCHEDULE OF LOTS & ADDRESSES </td> </tr> <tr> <td style="text-align: center; padding: 20px;"> STREET ADDRESSES NOT AVAILABLE </td> </tr> </table> </div> | | SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c)) | SCHEDULE OF LOTS & ADDRESSES | STREET ADDRESSES NOT AVAILABLE |
| SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c)) | | | | |
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| STREET ADDRESSES NOT AVAILABLE | | | | |
| <p style="text-align: center;">If space is insufficient use additional annexure sheet</p> | | | | |
| Surveyor's Reference: 046-16-1 | | | | |

| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 3 of 3 sheet(s) |
|---|--|--|
| <div>Office Use Only</div> <div>Registered:  12.11.2018</div> <div>PLAN OF SUBDIVISION OF LOTS 1, 2, 3 & 4 D.P.1242364</div> <div>Subdivision Certificate number: <u>SC-130/2018</u> Date of Endorsement: <u>26-10-2018</u></div> | | <div>Office Use Only</div> <div>DP1229486</div> <div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div> |
| <div>EXECUTED by CROWNLAND AUSTRAL PTY LTD) (ACN 611 846 998) in accordance) with section 127 of the Corporations Act:</div> <div> Signature of Sole Director/Secretary</div> <div><u>ANDREW WIESENER</u> Name of Sole Director/Secretary (please print)</div> <div><div>SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level <u>2</u> Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:</div><div> WITNESS KEVIN KIM Associate Corporate Property LEVEL 22 255 GEORGE STREET SYDNEY NSW 2000</div><div> ATTORNEY RACHEL TWEEDY Director Corporate Property</div></div> | | |
| If space is insufficient use additional annexure sheet | | |
| Surveyor's Reference: 046-16-1 | | |

Annexure 3 Dealings

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 15 Sheets

Plan:

DP1229486

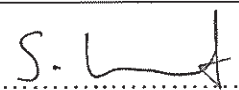
Plan of Subdivision of Lots 1, 2, 3 & 4
 DP 1242364
 covered by Council's Subdivision
 Certificate No. SC-130/2018
 Dated: 26-10-2018

| | |
|--|---|
| Full Name and address of Proprietor of land: | Crownland Austral Pty Ltd (ACN 611 846 998) Suite 301, Level 3 95 Pitt Street SYDNEY NSW 2000 |
|--|---|

Part 1 (Creation)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|--|---|
| 1. | Easement to Drain Water 1.5 Wide (A) | 104 105 107 109 110 111 115 122 123 126 137 138 | 105, 106 106 104, 105, 106 115, 116 109, 115, 116 109, 110, 115, 116 116 123, 124 124 125 138, 139, 140 139, 140 |

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 CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 2 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision

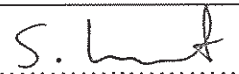
Certificate No. SC-130/2018

Dated: 26-10-2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|---|--|
| 1. | Easement to Drain Water 1.5 Wide (A) | 139 142 143 144 145 151 152 155 156 167 177 | 140 141 141, 142 141, 142, 143 141, 142, 143, 144 152, 153 153 154 154, 155 168 104, 105, 106, 107 |
| 2. | Easement to Drain Water 1.5 Wide (A1) | 177 | 141, 142, 143, 144, 145 |
| 3. | Easement for Access Maintenance & Overhang 0.9 Wide (B) | 101 109 110 113, 114 115 | 102 108 109 115 116 |

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 CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 3 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision

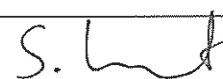
Certificate No. SC-130/2018

Dated: 26-10-2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|--------------------------------|---|
| 3. | Easement for Access Maintenance & Overhang 0.9 Wide (B) | 117 | 118 |
| | | 118 | 119 |
| | | 119 | 120 |
| | | 120 | 121 |
| | | 128 | 127 |
| | | 129 | 128 |
| | | 130 | 129 |
| | | 131 | 130 |
| | | 132 | 133 |
| | | 133 | 134 |
| | | 134 | 135 |
| | | 135 | 136 |
| | | 142 | 141 |
| | | 143 | 142 |
| | | 144 | 143 |
| | | 145 | 144 |
| | | 146 | 147 |
| | | 147 | 148 |

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 General Manager / Authorised Officer
 CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 4 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision

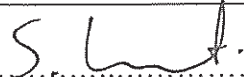
Certificate No. SC-130/2018

Dated: 26-10-2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|--------------------------------|---|
| 3. | Easement for Access Maintenance & Overhang 0.9 Wide (B) | 148 | 149 |
| | | 149 | 150 |
| | | 153 | 152 |
| | | 154 | 153 |
| | | 155 | 154 |
| | | 158 | 157 |
| | | 159 | 158 |
| | | 160 | 159 |
| | | 161 | 160 |
| | | 162 | 163 |
| | | 163 | 164 |
| | | 164 | 165 |
| | | 165 | 166 |
| | | 169 | 168 |
| | | 170 | 169 |
| | | 173 | 172 |
| | | 174 | 173 |
| | | 175 | 174 |

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 General Manager / Authorised Officer
 CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 5 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision


Certificate No. SC-130/2018

Dated: 26-10-2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|--|---|
| 3. | Easement for Access | 176 | 175 |
| | Maintenance & Overhang | 177 | 101 |
| | 0.9 Wide (B) | | |
| 4. | Easement for Access | 113 | 112 |
| | Maintenance & Overhang | 177 | 107 |
| | 0.9 Wide (B1) | | |
| 5. | Easement for Padmount Substation 2.75 Wide | 177 | Epsilon Distribution Ministerial Holding Corporation |
| 6. | Restriction on Use of Land | Part Lot 177 & Part Lot 117 designated 'D' | Epsilon Distribution Ministerial Holding Corporation |
| 7. | Restriction on Use of Land | Part Lot 177 & Part Lot 117 designated 'E' | Epsilon Distribution Ministerial Holding Corporation |

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 CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 6 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|-----|--|---|---|
| 8. | Restriction on Use of Land | Lots 101 to 131 Inclusive, 153, 154, 155, 156, 167, 169 to 176 inclusive | Liverpool City Council |
| 9. | Restriction on Use of Land | Lots 101 to 176 Inclusive | Liverpool City Council |
| 10. | Restriction on Use of Land | Each lot 101 to 176 inclusive | Every other lot 101 to 176 inclusive |

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 General Manager / Authorised Officer
 CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 7 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018

Part 2

Name of Authority whose consent is required to release vary or modify easement numbered 1 & 2 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 & 4 in the plan.

1.1 The owner of the lot benefitted by:


- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site (including any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted or overhanging structures within the easement site;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;
- (b) Do anything reasonably necessary for that purpose including:
 - (i) Entering into the lot burdened;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

1.2 In exercising the rights under this clause 1.1, the owner of the lot benefitted must:

- (a) Ensure that all work on the lot benefitted or overhanging structures is done properly and carried out as quickly as practicable;
- (b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
- (c) Cause as little damage as practicable to the lot burdened and any improvement on it;
- (d) Restore the lot burdened as nearly as is practicable to its former condition; and
- (e) Make good any collateral damage.

1.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

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General Manager / Authorised Officer

CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 8 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4
DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018

Part 2 (cont)

1.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

1.5 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access, Maintenance and Overhang and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 3 & 4 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

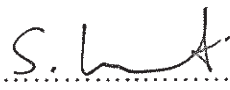
The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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.....
General Manager / Authorised Officer
CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 9 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4
DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018

Part 2 (cont)

2.0 No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plan unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.


1.0 Definitions

1.1 **Erect** includes construct, install, build and maintain.

1.2 **Restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan.

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.....
General Manager / Authorised Officer
CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 10 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4
DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018

Part 2 (cont)

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority whose consent is required to release vary or modify the terms of the easement and restrictions numbered 5, 6 & 7 in the plan is Epsilon Distribution Ministerial Holding Corporation.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.


No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of Liverpool City Council.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 8 in the plan is Liverpool City Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A1/A2/B1/B2 (subject to geotechnical testing) in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

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.....
General Manager / Authorised Officer
CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 11 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4
DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018


Part 2 (cont)

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 9 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

- 10.1 No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
- 10.2 No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
- 10.3 No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials
- 10.4 No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
- 10.5 No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
- 10.6 No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colorbond fence provided that colorbond fence can only use colours shale grey, dune, basalt & woodland grey.

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.....
General Manager / Authorised Officer
CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 12 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4
DP 1242364

covered by Council's Subdivision


Certificate No. SC-130/2018

Dated: 26-10-2018

Part 2 (cont)

- 10.7 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
- 10.8 No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Crownland Austral Pty Limited or its successors in title or assigns.
- 10.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped concrete or pavers or as approved by Crownland Austral Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building
- 10.10 No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
- 10.11 No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

APPROVED BY LIVERPOOL CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 13 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018

Part 2 (cont)

EXECUTED by Crownland Austral Pty Ltd
(ACN 611 846 998)
In accordance with section 127 (1) of the
Corporations Act:

Signature of Director AND SECRETARY

A
SOLC

ANDREW WIESENER

Name of Director

Signature of Director/Secretary

Name of Director/Secretary

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:

WITNESS

KEVIN KIM
Associate
Corporate Property

LEVEL 22
255 GEORGE STREET
SYDNEY NSW 2000

Rachael Tweedy
ATTORNEY

RACHEL TWEEDY
Director
Corporate Property

APPROVED BY LIVERPOOL CITY COUNCIL

S. L. T.
General Manager / Authorised Officer
CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 14 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4

DP 1242364

covered by Council's Subdivision

Certificate No. SC - 130/2018

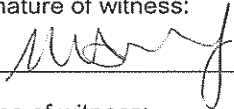
Dated: 26-10-2018

Part 2 (cont)

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:




Name of witness:

Michelle Allamby

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book 4727 No ~~524~~
34 883

CA

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS19107

Date of signature:

24 September 2018

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 046-16-1 v4 16-9-18

Lengths are in Metres

Sheet 15 of 15 Sheets

Plan:

DP1229486

Plan of Subdivision of Lots 1, 2, 3 & 4
DP 1242364

covered by Council's Subdivision

Certificate No. SC-130/2018

Dated: 26-10-2018

Part 2 (cont)

Liverpool City Council by its authorised delegate pursuant to s.377 of Local Government
Act 1993 No 30

STEPHEN MONTE

(name of delegate)

S. Monte

Signature of Delegate

STEPHEN MONTE

Name of Delegate (print)

I certify that I am an eligible witness and that the delegates signed in my presence

Anupam Saha

Signature of Witness

ANUPAM SAHA

Name of Witness (print)

.....

33 MOORE ST LIVERPOOL.

Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

S. Monte

General Manager / Authorised Officer

CR Ref: 046-16-1 v4 16-9-18

REGISTERED



12.11.2018

Annexure 4
Planning Certificate

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**Ref.:** 37411442:65867
Ppty: 30938**Cert. No.:** 6437**Applicant:**
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001**Receipt No.:** 3936401
Receipt Amt.: 133.00
Date: 25-May-2018

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 1 DP 1242364**Street Address:** 20 GURNER AVENUE, AUSTRAL NSW 2179

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Not Applicable

SEPPs*:

**SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006
SEPP (Housing for Seniors or People with a Disability) 2004**

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

- (c) The name of each DCP that applies to the carrying out of development on the land.

Liverpool Growth Centre Precincts DCP

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

R2 Low Density Residential - SEPP (Sydney Region Growth Centres) 2006

- (b) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

- (c) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings

- (d) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b) or (c)

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

(f) Does the land include or comprise critical habitat?

No

(g) Is the land is in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

| Code | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|--|---|---|
| General Housing Code and Rural Housing Code | All | |
| Commercial and Industrial (New Buildings and Additions) Code | All | |
| General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code | All | |

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

7. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

| Hazard/Risk | Adopted Policy | Does this hazard/risk policy apply to the land? |
|--------------------------------------|---|--|
| Landslip hazard | Nil | No |
| Bushfire hazard | Liverpool DCP 2008 | No |
| | Liverpool Growth Centre Precincts DCP* | No |
| | Edmondson Park South DCP 2012 | No |
| | Planning for Bushfire Protection (Rural Fire Services, 2006)* | No |
| | Pleasure Point Bushfire Management Plan | No |
| Tidal inundation | Nil | No |
| Subsidence | Nil | No |
| Acid Sulphate Soils | Liverpool LEP 2008 | No |
| | Liverpool DCP 2008 | No |
| Potentially Contaminated Land | Liverpool DCP 2008 | No |
| | Liverpool Growth Centre Precincts DCP* | Yes, see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |
| Potentially Saline Soils | Liverpool DCP 2008 | No |

| Hazard/Risk | Adopted Policy | Does this hazard/risk policy apply to the land? |
|-------------|--|--|
| | Liverpool Growth Centre Precincts DCP* | Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. Biodiversity certified land*



Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

Yes, part/all of the land is bio-diversity certified land

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

13. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

17. Site compatibility certificates and conditions for affordable rental housing*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

21. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.

**THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979**

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

On-Site Sewerage Management System/s

Council's records indicate that the property may not be connected to Sydney Water's sewerage system.

If the property is not connected and emits any waste water (sewerage) it must have an On-Site Sewerage Management System that is operating satisfactorily. It is the ongoing responsibility of the current owner(s) of the property (at any given time) to ensure that any On-Site Sewerage Management System continually operate in compliance with the relevant provisions of the Local Government Act 1993, and the Protection of the Environment Operations Act 1997 (including regulations made there under).

It is recommended that any applicant intending to purchase the property make enquires to ascertain if the property has an On-Site Sewerage Management System and engage the services of a suitably qualified wastewater engineer or plumber to assess the condition and compliance status of those system(s).

The Onsite Sewage System for this property is now an "Absorption System" but if it fails at any time the onsite system will have to be turned into a pump out system where the effluent will be required to be removed off site by tanker.

The system on the subject property is currently failing and major upgrades are needed to be undertaken to satisfy the Australian Standards in regards to septic waste water disposal.

3. Other Information in Relation to Water Restrictions

Nil

4. Contaminated Land

Nil

5. Airport Noise Affection*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

No

For more information on the Western Sydney Long Term Strategic Corridors, visit:
<https://www.transport.nsw.gov.au/corridors>

9. Offensive Odour and Rural Land Uses

The land is within the South-West Growth Centre. Despite the current zone, the land was formerly within a rural zoned area. In this area, there are certain agricultural activities that can cause noise, dust and odours that some people may find offensive. This should be taken into account when purchasing a dwelling or considering the erection of a dwelling house. The potential impact of any activities which may impact on nearby agricultural producers (such as pets, inadequate fencing, litter, poor weed control) should also be considered.



Luke West

For further information, please contact
CALL CENTRE – 1300 36 2170

Administration Services Coordinator
Liverpool City Council

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**Ref.:** 37411442:65873
Ppty: 30937**Cert. No.:** 6440**Applicant:**
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001**Receipt No.:** 3936976
Receipt Amt.: 133.00
Date: 25-May-2018

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 2 DP 1242364**Street Address:** 14 GURNER AVENUE, AUSTRAL NSW 2179

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Not Applicable

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006
SEPP (Housing for Seniors or People with a Disability) 2004

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

- (c) The name of each DCP that applies to the carrying out of development on the land.

Liverpool Growth Centre Precincts DCP

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

R2 Low Density Residential - SEPP (Sydney Region Growth Centres) 2006

- (b) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

- (c) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings

- (d) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b) or (c)

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

(f) Does the land include or comprise critical habitat?

No

(g) Is the land is in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

| Code | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|--|---|---|
| General Housing Code and Rural Housing Code | All | |
| Commercial and Industrial (New Buildings and Additions) Code | All | |
| General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code | All | |

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

7. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

| Hazard/Risk | Adopted Policy | Does this hazard/risk policy apply to the land? |
|--------------------------------------|---|--|
| Landslip hazard | Nil | No |
| Bushfire hazard | Liverpool DCP 2008 | No |
| | Liverpool Growth Centre Precincts DCP* | No |
| | Edmondson Park South DCP 2012 | No |
| | Planning for Bushfire Protection (Rural Fire Services, 2006)* | No |
| | Pleasure Point Bushfire Management Plan | No |
| Tidal inundation | Nil | No |
| Subsidence | Nil | No |
| Acid Sulphate Soils | Liverpool LEP 2008 | No |
| | Liverpool DCP 2008 | No |
| Potentially Contaminated Land | Liverpool DCP 2008 | No |
| | Liverpool Growth Centre Precincts DCP* | Yes , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |
| Potentially Saline Soils | Liverpool DCP 2008 | No |

| Hazard/Risk | Adopted Policy | Does this hazard/risk policy apply to the land? |
|-------------|--|--|
| | Liverpool Growth Centre Precincts DCP* | Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

Yes, part/all of the land is bio-diversity certified land

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

13. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

17. Site compatibility certificates and conditions for affordable rental housing*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

21. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.

**THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979**

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

On-Site Sewerage Management System/s

Council's records indicate that the property may not be connected to Sydney Water's sewerage system.

If the property is not connected and emits any waste water (sewerage) it must have an On-Site Sewerage Management System that is operating satisfactorily. It is the ongoing responsibility of the current owner(s) of the property (at any given time) to ensure that any On-Site Sewerage Management System continually operate in compliance with the relevant provisions of the Local Government Act 1993, and the Protection of the Environment Operations Act 1997 (including regulations made there under).

It is recommended that any applicant intending to purchase the property make enquires to ascertain if the property has an On-Site Sewerage Management System and engage the services of a suitably qualified wastewater engineer or plumber to assess the condition and compliance status of those system(s).

The Onsite Sewage System for this property is now an "Absorption System" but if it fails at any time the onsite system will have to be turned into a pump out system where the effluent will be required to be removed off site by tanker.

The system on the subject property is currently failing and major upgrades are needed to be undertaken to satisfy the Australian Standards in regards to septic waste water disposal.

3. Other Information in Relation to Water Restrictions

Nil

4. Contaminated Land

Nil

5. Airport Noise Affection*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

No

For more information on the Western Sydney Long Term Strategic Corridors, visit:
<https://www.transport.nsw.gov.au/corridors>

9. Offensive Odour and Rural Land Uses

The land is within the South-West Growth Centre. Despite the current zone, the land was formerly within a rural zoned area. In this area, there are certain agricultural activities that can cause noise, dust and odours that some people may find offensive. This should be taken into account when purchasing a dwelling or considering the erection of a dwelling house. The potential impact of any activities which may impact on nearby agricultural producers (such as pets, inadequate fencing, litter, poor weed control) should also be considered.

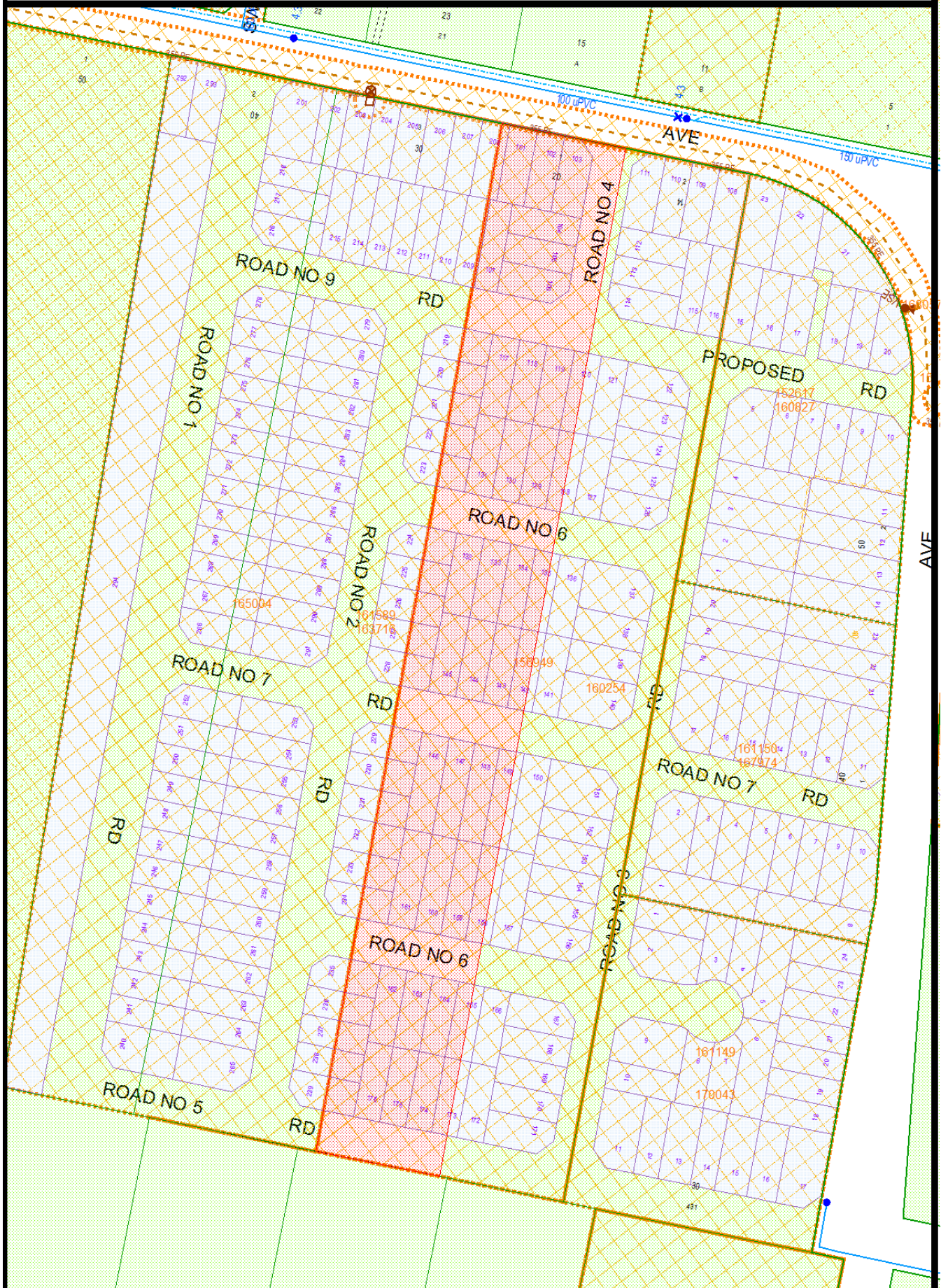


Luke West

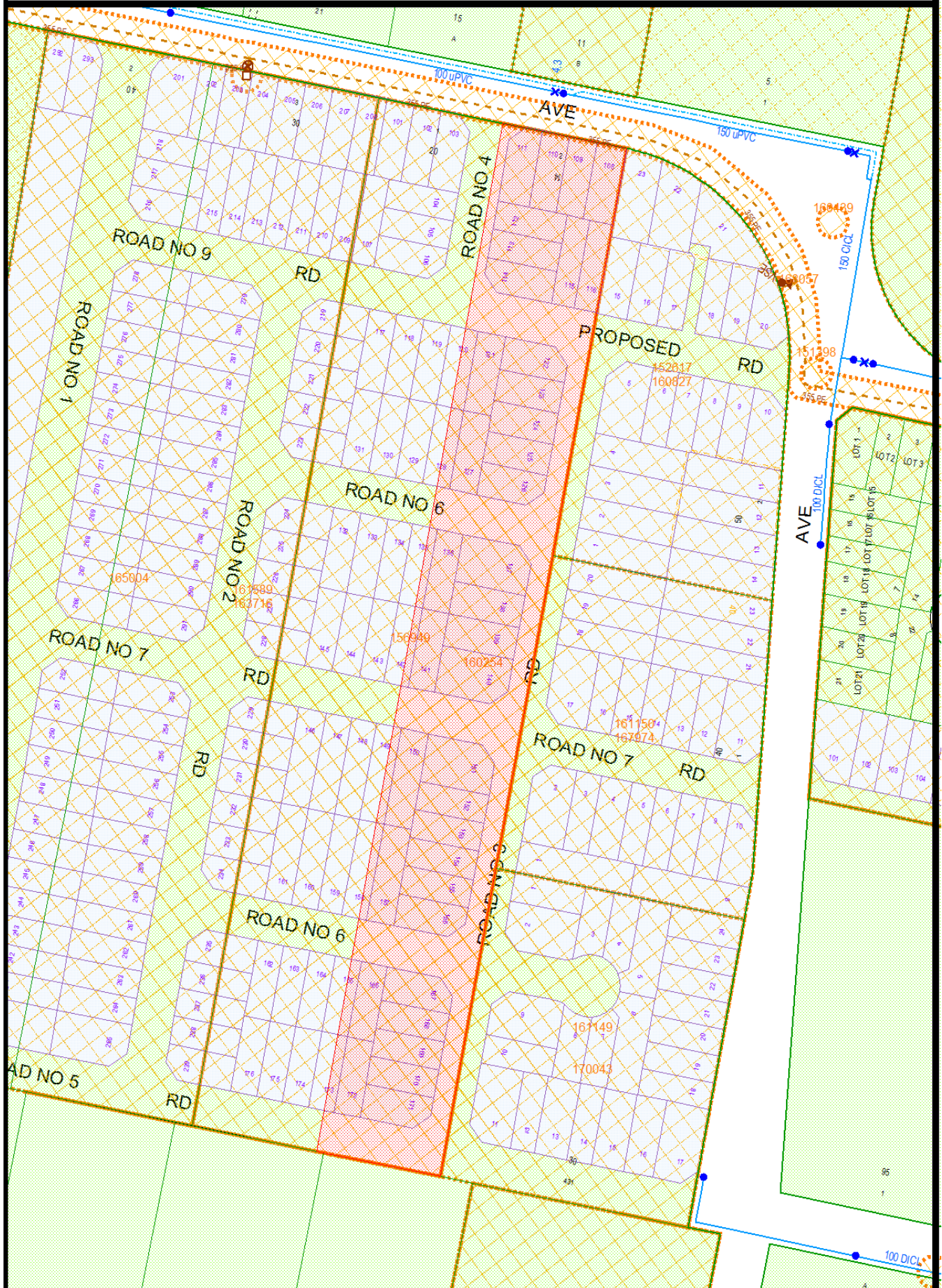
For further information, please contact
CALL CENTRE – 1300 36 2170

Administration Services Coordinator
Liverpool City Council

Annexure 5
Sewer Service Diagrams and Sewer Reference Sheets



Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Application: **9903060**
Your Ref: 37411442

30 May 2018

Property details: 20 GURNER AVE, AUSTRAL 2179
LOT 1 DP 1242364

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

Application: **9903103**
Your Ref: 37411442

30 May 2018

Property details: 14 GURNER AVE, AUSTRAL 2179
LOT 2 DP 1242364

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

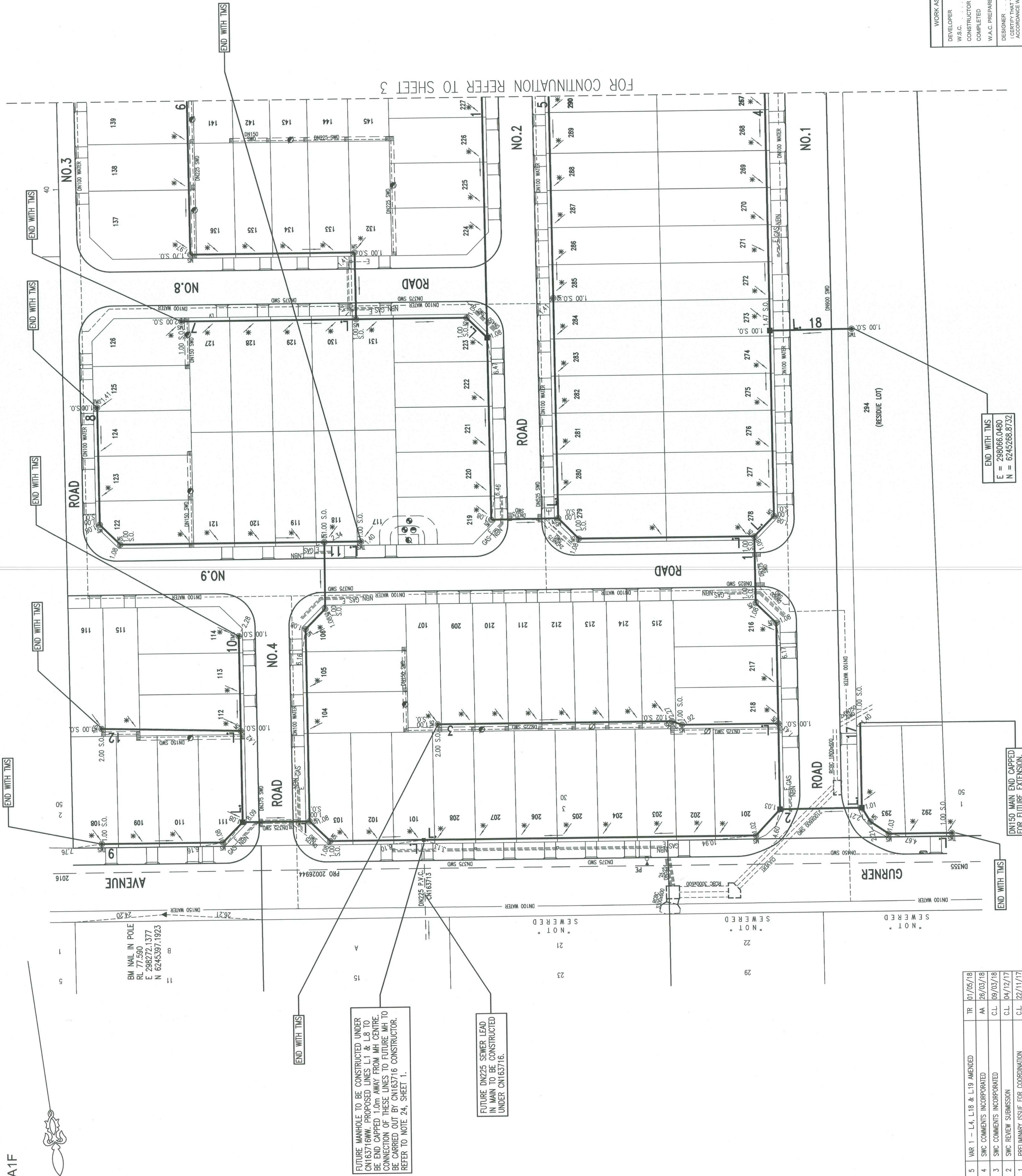
Customer Property Services
Customer Services

MOTT MACDONALD
AUSTRALIA PTY LTD
"PLAN FOR CONSTRUCTION"
07.05.18



| WORK AS CONSTRUCTED CERTIFICATION | | Sydney WATER | |
|-------------------------------------|-----------------|-------------------|------------------|
| DEVELOPER | W.S.C. | Case No. 161589WW | SHT 2 OF 8 SHTS. |
| CONSTRUCTOR | COMPLETED | | |
| DESIGNER | W.A.C. PREPARED | | |
| FOR DETAILS OF SERVICES SEE SHEET 1 | | | |

ISSUED: 01/05/2018
APPROVED: A.A.
DESIGNED: A.A.
DRAFTED: C.L.
FILE LOCATION: P:\Sydney\Projects\371650\



FUTURE MANHOLE TO BE CONSTRUCTED UNDER CN163716W. PROPOSED LINES L1 & L8 TO BE END CAPPED 1.0m AWAY FROM MH CENTRE. CONNECTION OF THESE LINES TO FUTURE MH TO BE CARRIED OUT BY CN163716 CONSTRUCTOR. REFER TO NOTE 24, SHEET 1.

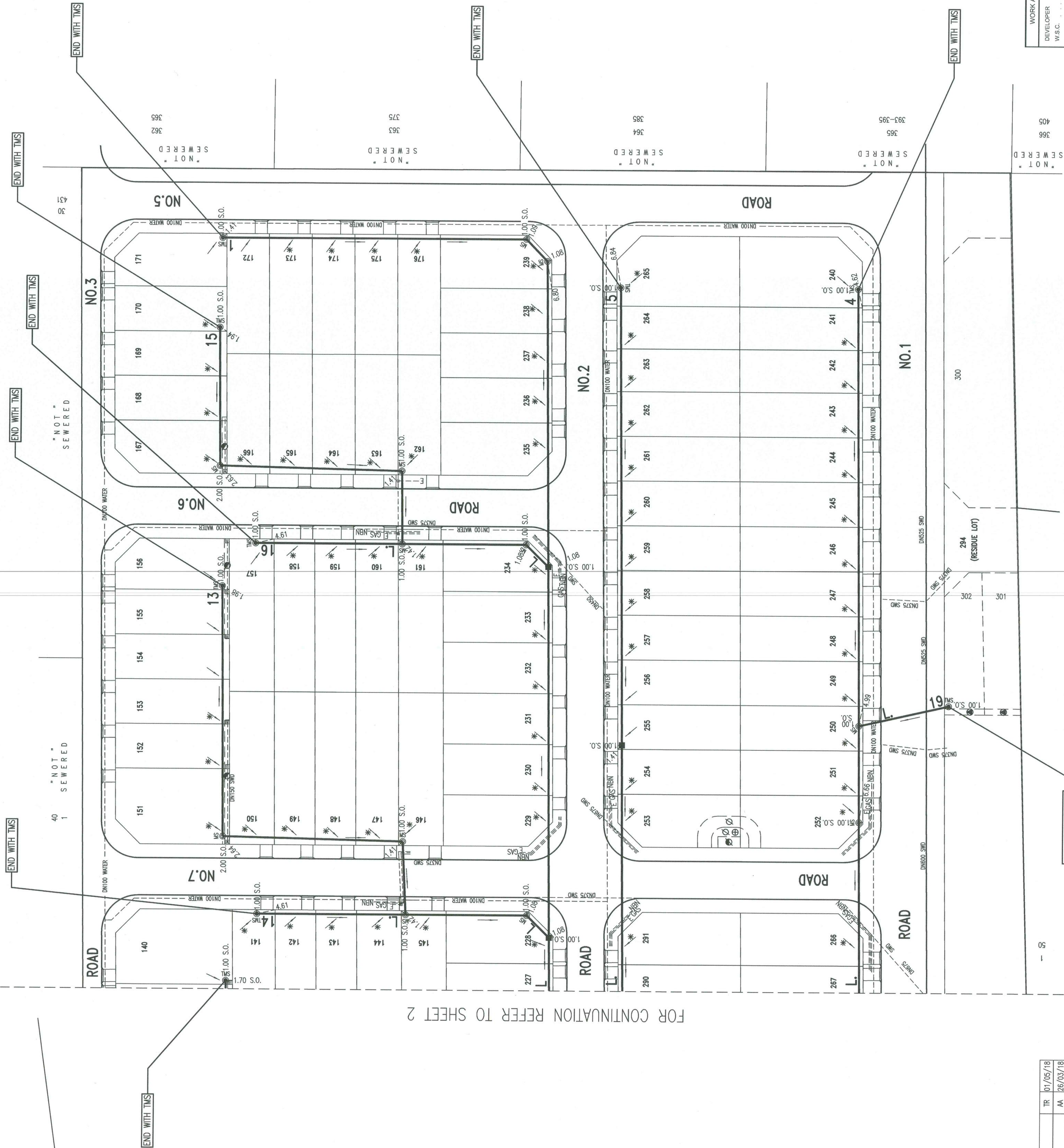
FUTURE DN225 SEWER LEAD IN MAIN TO BE CONSTRUCTED UNDER CN163716.

| No. | AMENDMENT DESCRIPTION | BY | DATE |
|-----|------------------------------------|------|----------|
| 5 | VAR 1 - L4, L18 & L19 AMENDED | TR | 01/05/18 |
| 4 | SWC COMMENTS INCORPORATED | AA | 26/03/18 |
| 3 | SWC COMMENTS INCORPORATED | C.L. | 09/03/18 |
| 2 | SWC REVIEW SUBMISSION | C.L. | 04/12/17 |
| 1 | PRELIMINARY ISSUE FOR COORDINATION | C.L. | 22/11/17 |

MOTT MACDONALD
AUSTRALIA PTY LTD
"PLAN FOR CONSTRUCTION"
07.05/18



| Sydney WATER | | | |
|-------------------------------------|--------|-------------|-----------|
| WORK AS CONSTRUCTED CERTIFICATION | | | |
| DEVELOPER | W.S.C. | CONSTRUCTOR | COMPLETED |
| W.A.C. PREPARED | | | |
| DESIGNER | | | |
| SYDNEY WATER CORPORATION | | | |
| FOR DETAILS OF SERVICES SEE SHEET 1 | | | |
| APPROVED: A.A. | | | |
| ISSUED: 01/05/2018 | | | |



FOR CONTINUATION REFER TO SHEET 2

END WITH TMS FOR
FUTURE EXTENSION
E = 298048.851
N = 6245135.698

| No. | AMENDMENT DESCRIPTION | BY | DATE |
|-----|------------------------------------|------|----------|
| 5 | VAR 1 - L4, L18 & L19 AMENDED | TR | 01/05/18 |
| 4 | SWC COMMENTS INCORPORATED | AA | 26/03/18 |
| 3 | SWC COMMENTS INCORPORATED | C.L. | 09/03/18 |
| 2 | SWC REVIEW SUBMISSION | C.L. | 04/12/17 |
| 1 | PRELIMINARY ISSUE FOR COORDINATION | C.L. | 22/11/17 |

Annexure 6
Standard Requisitions and Standard Replies

Vendor:
Purchaser:
Property:
Dated:

1. Possession and tenancies
2. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
3. Is anyone in adverse possession of the property or any part of it?
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notice of allotment.
 - (c) Please specify any existing tenancies.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948)? If so, please provide details.
5. If the tenancy is subject to the Residential Tenancies Act 2010 (RTA)?
 - (a) Has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) Have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.
6. Title
7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and obligations.
8. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the Personal Properties Securities Act 2006 (CPIA)? If so, details must be given and all indebtedness cleared and the transferred unencumbered to the vendor prior to completion.
12. Adjustments
13. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
14. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the Land Tax Management Act 1998) at least 14 days before completion.
15. Survey and building
16. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
18.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;

- (i) when was the building work completed?
 - (ii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the sale:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1979* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exceptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Regulation 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1981* or the *Encroachment of Buildings Act 1992*?
- Affidavits**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
- Capacity**
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
25. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authorization Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Replies to Residential Property Requisitions on Title

Possession and Tenancies

1. Noted.
2. No.
3. (a) – (f) Not applicable.
4. Not applicable.
5. (a) – (b) Not applicable.

Title

6. Noted, subject to the contract.
7. Noted, subject to the contract.
8. Not so far as the vendor is aware. The purchaser should rely on their own enquiries.
9. At the office of the discharging mortgagee by appointment and once a separate title is available for the property.
10. Not applicable.

Adjustments

11. Noted, subject to the contract.
12. The vendor relies on the contract.

Survey and Building

13. The vendor relies on the contract.
14. No.
15. (a) Yes so far as vendor is aware. However, the purchaser should rely on their own enquiries.
(b) – (e) Not applicable. The property is vacant land.
16. Vendor relies on the contract and the vendor cannot speak for the predecessors in title.
17. (a) – (d) Not applicable.
18. (a) Presumably to adjoining owners.
(b) Not applicable.
(c) Not applicable.
(d) Not so far as the vendor is aware. However, the purchaser should rely on their own enquiries.
(e) Not applicable.

Affectations, Notices and Claims

19. The vendor relies on the contract and the purchaser should rely on their own enquiries.
20. (a) – (c) The vendor relies on the contract and the purchaser should rely on their own enquiries.
21. (a) – (f) The vendor relies on the contract and the purchaser should rely on their own enquiries.
22. (a) – (c) The purchaser should rely on their own enquiries
23. Not so far as the vendor is aware however, the purchaser should rely on their own enquiries.

Capacity

24. Not applicable.

Requisitions and transfer

- 25. Noted.
- 26. Noted. If applicable a copy would have been provided on exchange.
- 27. Noted.
- 28. The vendor relies on the contract.
- 29. This alleged right is not admitted.
- 30. Not agreed.

Annexure 7
Potential Residential Land Purchaser's Notice to Vendor

Annexure 7

Potential Residential Land Purchaser's Notice to Vendor

Date of Issue – [insert date]

To: [Vendor]

Property: [Insert property description]

In accordance with clause [insert clause] of the contract for sale dated [insert date], you are notified that:

| Recipient's Details | | |
|---|----------------------------------|--------------------------|
| Entity Name | <i>[insert purchaser's name]</i> | |
| Australian Business Number (ABN) | <i>[insert purchaser's ABN]</i> | |
| | Yes | No |
| The recipient is registered for GST | <input type="checkbox"/> | <input type="checkbox"/> |
| The recipient's acquisition is for a creditable purpose | <input type="checkbox"/> | <input type="checkbox"/> |

.....

[insert name of purchaser's representative]

Annexure 8
Land Tax Certificate